

Modern Sewer Use Permit and Agreement
For Leachate



2017-2018

Town of Lewiston
Water Pollution Control Center

SEWER USE PERMIT & AGREEMENT

LEWISTON MASTER SEWER DISTRICT

APPLICANT: Modern Landfill, Inc.
ADDRESS: 4746 Model City Road
Lewiston, New York

Commences: 11/21, 2017
Expires: 11/21, 2018
Fee: \$500.00

WHEREAS, the Applicant desires to discharge waste at the Water Pollution Control Center, and the Town of Lewiston, Lewiston Master Sewer District, agrees to accept such waste pursuant to the terms and conditions stated below, the parties therefore agree as follows:

I. Permitted Discharge. Modern Landfill, Inc. ("Modern") is permitted to discharge waste at the Lewiston Master Sewer District, Water Pollution Control Center ("WPCC"), 501 Pletcher Road, Lewiston, New York, pursuant to the following terms and conditions which shall govern the permitted discharge:

- A. Modern Landfill, Inc. may discharge only:
Landfill leachate derived from its Lewiston, New York landfill.
No industrial waste other than landfill leachate shall be discharged.
- B. All leachate to be discharged must be delivered to the Water Pollution Control Center by Modern in a properly licensed vehicle at times to be determined by the Water Pollution Control Center Chief Operator. All leachate will be delivered to the designated pretreatment tank located at the WPCC. No leachate will be discharged into any sewer line, manhole, or sewer system tributary, unless the Town's SPDES permit is modified to allow such and upon prior written approval of the Chief Operator.
- C. Modern will take a sample from each load delivered, while at the WPCC, and will place the same in an approved container and in the designated receptacle. Modern will also provide all forms required by the NYSDEC for each load, as well as any forms required by the Chief Operator.
- D. Modern shall not present for discharge at the WPCC or otherwise discharge any matter prohibited from discharge by §270-10 of the Code of the Town of Lewiston, the laws of the State of New York or the United States, or any other law or regulation.
- E. Leachate will only be accepted for discharge at times, and in amounts, approved by the Chief Operator. Modern shall not present for discharge amounts in excess of 70,000 gallons per day unless the Town's SPDES permit is modified to allow such and upon prior written approval of the Chief Operator. Modern will not discharge leachate at times when flow to the WPCC exceeds 2.75 MGD. The Chief Operator will inform Modern when this condition occurs. This Permit & Agreement does not create any obligation on the Town of Lewiston, or the

Lewiston Master Sewer District to accept waste in any particular amount from Modern. The Chief Operator may refuse to accept waste at any time based upon WPCC needs in the Chief Operator's discretion.

II. Payment. Payment and fees are as follows:

- A. Modern will pay the sum of \$.030 per gallon of leachate delivered. The amount owed will be based on the capacity of the vehicle delivering leachate and Modern will be billed for the full rated capacity of the delivery vehicle. Modern will be issued invoices which it shall promptly pay. All invoices outstanding more than 30 days will be subject to a late fee of 2% for each month overdue, or the maximum amount allow by law, whichever is less. The Lewiston Master Sewer District reserves the right to change the price per gallon upon 60 days written notice.
- B. Modern will pay a non-refundable \$500.00 annual application fee due prior to the commencement of the initial term and every new term.

III. Term and Termination.

- A. The term of this Permit & Agreement shall be one year, and may be extended for additional terms of one year upon the written consent of the parties and the payment of the application fee by Modern.
- B. This Permit & Application may be terminated and revoked at any time by the Town of Lewiston acting on behalf of the Lewiston Master Sewer District without cause upon 90 days written notice, or immediately pursuant to section IV below.

IV. Compliance and Penalties. The Chief Operator of the WPCC may enforce compliance with the terms of this Permit & Agreement and may assess penalties, including monetary penalties, which Modern agrees to abide by and pay, pursuant to the following:

If a sample collected from waste discharged at the WPCC by Modern tests in excess of any of the Effluent Concentration Limits contained in the Code of the Town of Lewiston §270-10(B)(6)(a), other than chloride, or is otherwise in violation of §270-10 of the Town Code, the Chief Operator shall notify Modern and Modern shall have 10 days to provide the Chief Operator, in writing, an explanation of the cause of the violation and a plan of corrective action. After receipt of Modern's written explanation and corrective action plan or the expiration of the 10 day period, the Chief Operator may take any of the following actions, or a combination thereof. For the first occurrence within a 12 month period, the actions shall be limited to those enumerated in 1. and 2.

1. Issue a written warning.
2. Institute a plan of further testing the cost of which shall be borne by Modern.
3. Reduce the maximum amount of leachate that may be delivered on a daily basis to the WPCC.
4. Issue a penalty in the amount of \$250.

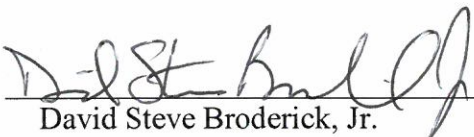
5. Issue a penalty in the amount of \$1,000 for a third or subsequent violation within a 12 month period.
6. Suspend this Permit.
7. Revoke this Permit.

V. Additional Terms and Conditions.

- A. Modern agrees to defend and indemnify the Town of Lewiston, the Lewiston Master Sewer District, and their officers, agents and employees, and shall hold them harmless from any and all risks of every kind, nature and description, including reasonable attorney's fees, resulting from or arising out of the intentional, reckless, or negligent acts or omissions of Modern, its sub-contractors or agents, under this agreement; provided, however, that Modern shall not be required to indemnify the Town with respect to such risks to the extent caused by the negligence or intentional misconduct of the Town or the Town's contractors, over whom Modern has no authority or control.
- B. Modern agrees to indemnify and make whole the Town of Lewiston and the Lewiston Master Sewer District for any and all damage caused to the WPCC by discharge of waste by Modern in violation of the terms of this Permit & Agreement.

In witness hereof the parties have set their hands on the date opposite their signatures.

TOWN OF LEWISTON; LEWISTON MASTER SEWER DISTRICT

By:  date: 11/28/17
David Steve Broderick, Jr.
Town Supervisor

By:  date: 11/13/17
Jeffrey Ritter
Chief Operator, WPCC

MODERN LANDFILL, INC.

By:  date: 12/12/17

Michael P. McInerney
Printed Name

CEO
Title

MLF PO# 210801